



CEDAR CITY

10 NORTH MAIN • CEDAR CITY, UTAH 84720
435-586-2950 • FAX: 435-586-4362
www.cedarcity.org

CITY COUNCIL WORK MEETING JULY 3, 2013

Mayor

Joe Burgess

Council Members

Ronald R. Adams
Nina R. Barnes
John Black
Paul Cozzens
Don Marchant

City Manager

Rick B. Holman

The City Council will hold a work meeting on Wednesday, July 3, 2013, at 5:30 p.m. in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
 1. Employee of the Month, Brennan Wood - EAC
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider an agreement with the State of Utah to facilitate a CDBG grant with the Cedar City Housing Authority – Heidi Miller
 2. Request to waive fees at Festival Hall for a public meeting of the SUU Presidential Search Committee – Mayor Burgess
 3. Consider a beer license for LaFiesta Express Mexican Restaurant – Maria Castaneda Ortiz/Chief Allinson
 - Staff
 4. Consider purchasing a dump truck/snow plow with a stainless steel sander – Jeff Hunter
 5. Consider purchase of a stainless steel sander – Jeff Hunter
 6. Consider bids for the 300 West Storm Drain Project, Phase 4 – Chad Boshell
 7. Consider the purchase of the Simulated Impaired Driving Experience Package (SIDNE) – Chief Allinson
 8. Consider an agreement between the Police Department and SWATC to teach intro to law enforcement in the high schools – Chief Allinson
 9. Consider an agreement between the Police Department and Qwest to purchase police equipment tracking software program – Chief Allinson
 10. Executive Session – Pending litigation/property negotiations

Dated this 1st day of July, 2013.


Renon Savage, CMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 1st day of July, 2013.


Renon Savage, CMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

CEDAR CITY COUNCIL
WORK MEETING AGENDA ITEM V - 1
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: July 1, 2013

SUBJECT: Consider a Community Development Block Grant agreement with the State of Utah Department of Workforce Services.

Discussion:

During the last round of meetings the Council approved and the City entered into an agreement with the Department of Workforce Services whereby the City agreed to be the Contractor in Community Development Block Grant (herein referred to as CDBG) projects where the Subcontractor is the Cedar City Housing Authority. By promising to be the Contractor the City promised the State of Utah that the City will receive the CDBG money and pass it through to the Cedar City Housing Authority. The City will also be responsible to make sure all of the CDBG regulations are followed. The Housing authority in turn promised to receive the money and follow the CDBG rules.

The contract before you this week is for two budget years. In budget year 2013 the housing authority would receive \$164,332.00 for property acquisition and \$100,000.00 for construction. In budget year 2014 the housing authority will receive \$135,668.00 for construction related expenses. The money is to be spent to purchase property and construct low income housing.

This agreement also spells out the rules that the City and the Housing Authority are on the hook to follow. Please see attachment A, attachment B, and attachment E for the rules the City and the Housing Authority will be required to follow.



CONTRACT NO.	
CONTRACTOR:	Cedar City Corporation
VENDOR NO.	52448FB
PROJECT NAME:	CDBG 2013 - Property Acquisition
AWARD NUMBER: B-13-DC-49-0001	B-13-DC-49-0001
CFDA #/TITLE:	14.228 Community Development Block Grant
CONTRACT ORIGINATOR:	Glenna Matekel
FEDERAL AGENCY:	HUD

CONTRACT
DEPARTMENT OF WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
1385 S. State, Salt Lake City, UT 84115

1. PARTIES: This contract is between the Department of Workforce Services:
Community Development Block Grants (CDBG)

(Board or Program)

Referred to as STATE, and the following CONTRACTOR
Cedar City Corporation

Name

10 North Main

Address

Cedar City

Utah

84720

City

State

Zip

Heidi Miller

435-586-2950

435-586-4362

Contact

Phone #

Fax #

2. GENERAL PURPOSE OF CONTRACT:

Grant for the purpose of acquiring property for low - moderate income housing.

3. CONTRACT PERIOD: Commencing on 07/01/2013 and terminating on 12/31/2014

4. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$300,000.00 , pursuant to the budget attached hereto as Attachment C

5. ATTACHMENTS:

- ✓ ATTACHMENT A – GENERAL PROVISIONS
- ✓ ATTACHMENT B - PROGRAM TERMS AND CONDITIONS
- ✓ ATTACHMENT C – BUDGET
- ✓ ATTACHMENT D – SCOPE OF WORK
- ✓ ATTACHMENT E – FEDERAL ASSURANCES/CERTIFICATIONS
- ✓ ATTACHMENT - FFATA

Execution

IN WITNESS WHEREOF, the parties sign and cause this contract to be effective as of the date indicated below by the Utah State Division of Finance.

CONTRACTOR

APPROVED:

Cedar City Corporation

Organization Name

BY: _____

Signature

Joe Burgess

Name

Mayor

Title

STATE

**APPROVED: HOUSING & COMMUNITY
DEVELOPMENT DIVISION**

BY: _____

Gordon D. Walker

WITNESS

Name and Title

APPROVED - DIVISION OF FINANCE

BY: _____

Execution Date: _____

ATTACHMENT A
GENERAL PROVISIONS FOR HOUSING & COMMUNITY DEVELOPMENT DIVISION AGREEMENTS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Section 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases by the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The CONTRACTOR and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **PROJECT COMPLETION:** The CONTRACTOR shall complete the project described in Scope of Work within the contract period shown on page 1 of this Contract.
5. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR pursuant to this Contract. The records shall be retained by the CONTRACTOR for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow State and Federal auditors, and State Agency Staff, access to all records related to this Contract, for audit, inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
6. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with §67-16-8, Utah Code Annotated, 1953, as amended. CONTRACTOR certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
7. **CONTRACTOR AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent CONTRACTOR, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for the Contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
8. **INDEMNITY CLAUSE:** The CONTRACTOR will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the CONTRACTOR, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the CONTRACTOR's Liability, including a limitation of liability for anyone whom the CONTRACTOR is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages of property.
9. **EMPLOYMENT PRACTICES CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE. The CONTRACTOR must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract will be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The CONTRACTOR acknowledges that the STATE cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the STATE is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the STATE may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the STATE upon 30 days written notice. In the case that funds are not appropriated or are reduced, the STATE will reimburse CONTRACTOR for products delivered or services performed through the date of cancellation or reduction, and the STATE will not be liable for any future commitments, penalties, or liquidated damages.
14. **WARRANTY:** The Contractor warrants that (a) all services shall be performed in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Contract shall be free from defects and shall conform to contract requirements. The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later.
16. **PATENTS, COPYRIGHTS, ETC:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the CONTRACTOR'S use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
17. **ASSIGNMENT/SUBCONTRACT:** CONTRACTOR will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the STATE.

18. **UNUSED FUNDS:** Any funds authorized by the STATE that are not used in the completion of Scope of Work must be returned to the STATE.
19. **INELIGIBLE EXPENSES:** CONTRACTOR expenditures under this Contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Contract, or that are inadequately documented, and for which payment has been made to the CONTRACTOR will be immediately refunded to the STATE by the CONTRACTOR. The CONTRACTOR further agrees that the STATE shall have the right to withhold any or all subsequent payments under this or other Contracts to the CONTRACTOR until the recoupment of overpayments is made.
20. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. CONTRACTOR gives the STATE express permission to make copies of the Contract, and related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
21. **PROCUREMENT ETHICS:** The contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the STATE, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare CONTRACTOR in default of the Contract: 1). Nonperformance of contractual requirements; or, 2). A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for liquidated or other damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, the STATE may do one or more of the following: 1). Exercise any remedy provided by law; 2). Terminate this Contract and any related contracts or portions thereof; 3). Impose liquidated damages, if liquidated damages are listed in the contract; 4). Suspend CONTRACTOR from receiving future bid/proposal solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
24. **CONFLICT OF TERMS:** Terms and Conditions that apply must be in writing and attached to the Contract. No other Terms and Conditions will apply to this Contract. In the event of any conflict in the Contract terms and conditions, the order of precedence shall be: 1). Attachment A: State of Utah Standard Contract Terms and Conditions; 2). State of Utah Contract Signature Page(s); 3). Additional State Terms and Conditions; 4). Contractor Terms and Conditions.
25. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

26. **AMENDMENT:** This Contract may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this agreement. No claim for services furnished by the CONTRACTOR, not specifically authorized by this Contract will be allowed by the STATE. Automatic renewals will not apply to this contract.
27. **ACCOUNTING REPORTS:** The governing board of the CONTRACTOR is responsible to ensure that CONTRACTOR complies with the accounting reporting requirements in Utah Code §51-2a-201 enacted by Chapter 206, 2004 General Session.
28. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM:** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor the Multi-Step Process.

28.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

28.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

ATTACHMENT B - PROGRAM GENERAL CONDITIONS

- 1. MONITORING:** The STATE will monitor CONTRACTOR'S performance in providing services and facilities in accordance with the purposes of this agreement, and shall conduct at least one site visit during the contract period to inspect said performance. Criteria to be used in monitoring said performance includes compliance with the provisions of this agreement and the degree to which CONTRACTOR meets the Federal and State objectives established for the Community Development Block Grant Program as specified in Title I of the Housing and Community Development Act of 1974 as amended from time to time and as outlined in the "Application Guide, Community Development Block Grant Program".
- 2. CRITERIA DOCUMENTATION:** During the term of this contract, the CONTRACTOR agrees to supply any additional information to the STATE which the STATE may require in completing and/or processing the CONTRACTOR'S grant application for Community Development Block Grant funds. The CONTRACTOR also agrees to collect and analyze data pertaining to the manner in which work performed under this contract has (or will have) met one or more of the following criteria:
 - a. benefit low and moderate income families;
 - b. aid in the prevention or elimination of slums or blight; and/or
 - c. meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.
- 3. ASSURANCES THAT OTHER SOURCES OF PROJECT FUNDS ARE SECURED:**

The CONTRACTOR, prior to the commencement of expenditures authorized by this agreement, agrees to provide to the STATE evidence that other sources of funds to be used for work described in the Scope of Work (if any) have been secured and are immediately available to the CONTRACTOR for the purpose of performing services and/or constructing facilities as described herein. The CONTRACTOR further agrees that all of the work described in Attachment C will be completed in a timely manner.
- 4. COST PRINCIPLES AND ADMINISTRATIVE RULES:** The following state and federal requirements apply to the financial management function for local CDBG programs: 24CFR Part 85 - Administrative Requirements for Grants & Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments. This part establishes uniform administrative rules for Federal grants including guidance on financial administration, procedures for control and disposition of property, and retention of records.
- 5. REQUIRED REPORTING OF FINANCIAL PERFORMANCE:** In accordance with OMB Circular A-133, Audits of State, Local Governments and Non-Profit Organizations, state and local governments or non-profit organizations that expend \$500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of federal funds received shall be based on actual cash spent, not notice of an award or execution of this or any other contracts. Recipients that expend less than the federal assistance threshold are exempt from the Single Audit requirement, however, the recipient's financial records shall be available for review, monitoring or audit by appropriate officials of the federal granting agency, the Department of Workforce Services, the State of Utah, any pass-thru entity and/or the General Accounting Office. Likewise, recipients may be asked to confirm in writing that their expenditure of federal funds did not exceed the designated threshold in the appropriate fiscal year. The audit shall be completed and submitted to the Utah State Auditor's Office no later than six (6) months after the end of the recipient's fiscal year.
- 6. SERVICES AND PROJECT REPORTING REQUIREMENTS:** The CONTRACTOR agrees to supply those activities as specified in the Scope of Work and in compliance with all relevant Federal regulations pertaining to the Small Cities Community Development Block Grant Program. In performance of said services, CONTRACTOR further agrees to submit a performance report to the STATE in a format designed by the STATE with all information compiled in compliance with paragraph 2 (above).
- 7. IMPOSITION OF FEES AND GENERATION OF PROGRAM INCOME:** CONTRACTOR will not impose any fees for services rendered in connection with this contract. Notwithstanding any other provision of law, CONTRACTOR may at the STATES option retain any program income that is realized from the grant if (1) such income was realized after the initial disbursement of the funds received by CONTRACTOR, and (2) CONTRACTOR can satisfactorily demonstrate that the program income received will be applied to continue the activity from which income was derived (3) STATE gives explicit permission to retain such and authorizes it's distinct usage.

8. **PAYMENT WITHHOLDING:** The CONTRACTOR agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the STATE, CONTRACTOR'S record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold part or all of the payments under this contract until such time as in the opinion of the STATE such deficiencies have been remedied. In the event of payment(s) being withheld, the STATE agrees to notify the CONTRACTOR in writing immediately upon denial of payment of the reasons for the denial and of the actions that the CONTRACTOR will need to take to bring about the release of withheld payments.

In addition to the possible denial of payment noted above, the contractor agrees that, upon execution of this contract, the State will retain the final 5 percent of the total amount specified herein until State representatives have conducted a monitoring interview. This interview will be to document appropriate expenditure of the 90 percent of the contract funds received.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the contractor are noted, the State reserves the right to refuse the grantee's request for final fund draw-down until satisfactory evidence of compliance has been submitted.

9. **PROJECT DURATION:** CONTRACTORS who have not expended 90 percent of the contract funds by the final month of the contract term, should request an extension of the contract termination date in order to allow adequate time for the monitoring review to occur and any subsequent corrections to be made, and final draw-down of funds to occur. Construction based contracts may not be able to complete their project within the allotted time frame unless they have met various milestones near the end of the final year of their contract. Any requests for construction contract extensions beyond December 31, will be based on how a CONTRACTOR has met the following milestones.

Environmental Review completed within 90 days of contract execution
Engineering Design and bid ready, specifications completed by December 31, 2013
Advertisements for bids published prior to March 31, 2014
Bid Award issued by April 30, 2014
Notice to proceed issued by May 31, 2014

The STATE will closely monitor each CONTRACTOR'S progress according to these final deadlines. If a CONTRACTOR fails to meet these deadlines, the STATE will invoke the right to terminate the contract on the basis that it cannot be completed within the contract time limits. The STATE must give each CONTRACTOR a 45-day notice of termination and if the CONTRACTOR can meet the deadlines then the termination will be canceled and the project may proceed. The CONTRACTOR may appeal termination notices. Appeals must be made in writing within 10 days following the receipt of the notice of termination. The CDBG Policy Committee will arbitrate in appeals cases. The CONTRACTOR does not need to be in attendance at the policy committee meeting and decisions can be made based on telephone polls, conference calls, faxes and E-Mail. Non-construction projects may be extended on a case-by-case basis by the state based on need and the application of written criteria.

10. **CHANGES IN PROJECT BUDGET, DESIGN OR LOCATION:** The CONTRACTOR agrees to notify the STATE and receive STATE'S written approval, in amendment form, prior to implementing any change in program budget, design (as specified in Attachment C) or before changing principle location of service delivery as specified herein.
11. **CONTRACT RENEWAL:** CONTRACTOR agrees that the STATE shall unilaterally have the right to determine the basis upon which this agreement may be renewed, and shall have the right to not renew this contract with or without cause.
12. **MULTI-YEAR FUNDING:** CONTRACTOR agrees that the STATE will not be held liable for funding successive years of multi-year agreements if funding ceases from The Department of Housing and Urban Development/CDBG program or other Federal Funding Agency.
13. **RELATED PARTIES:** The CONTRACTOR shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc. to related parties for contract expenses without the prior written consent of STATE. Disbursements by the CONTRACTOR to related parties made without such prior approval may be disallowed and may result in an overpayment assessment. "Related Parties" for the purposes of this Contract shall mean organizations/persons related to the CONTRACTOR by any of the following: blood, marriage, one or more partners in common with CONTRACTOR, one or more directors or officers in common with CONTRACTOR, or more than 10 percent common ownership (direct or indirect) with CONTRACTOR.

- 14. LABOR STANDARDS:** The CONTRACTOR agrees to abide by provisions of: (1) the Davis-Bacon Act and shall compile evidence certifying that all laborers and mechanics employed by CONTRACTOR or subcontractors on construction work assisted under this agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor, (2) the Copeland "Anti-Kickback Act requiring weekly payment of employees and weekly submission of payroll records by the CONTRACTOR to the contracting agency; and (3) the Contract Work Hours and Safety Standard ACT (CSHSSA) requiring that workers received "overtime" compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week.
- 15. SECTION 3 COMPLIANCE** The CONTRACTOR agrees to abide by provisions of Section 3 of the Housing and Urban Development Act of 1968, if the minimum threshold is met, to ensure that employment and other economic opportunities generated by the Community Development Block Grant program, to the **greatest extent feasible**, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low income persons (24 CFR Part 135).
- 16. ENVIRONMENTAL REVIEW COMPLIANCE:** The CONTRACTOR agrees to abide by provisions of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended from time to time and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.
- 17. CULINARY WATER PROJECTS/WASTEWATER TREATMENT PLANTS:** Such plans should be sent to the state of Utah, Department of Environmental Quality (DEQ). **Approval from DEQ is required prior to receiving an environmental release from the State CDBG office.**
- 18. LEAD BASED PAINT:** The CONTRACTOR agrees to abide by provisions of 24CFR Part 35 Lead Based Paint Poisoning Prevention in Certain Residential Structures and the Residential Lead-Based Paint Hazard Reduction Action of 1992 as amended through 2005. Contractor also agrees to abide by the provisions of 40CFR Part and EPA's Renovation Repair & Painting (RRP) Rule effective April 22, 2010.
- 19. PAYMENT OF THIS CONTRACT:** is conditioned upon the CONTRACTOR'S:
- Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds (see CDBG Grantee Handbook).
 - Submission of acceptable documentation specifying the definite commitment of all additional funds necessary for completion of this project as detailed in the Contract Budget, Attachment D.
 - Submission of satisfactory evidence to the STATE that a contract has been signed to perform the work required.
 - Submission of a certification statement from the applicable Association of Governments that this project is in compliance with the most recent update of the regional "Consolidated Plan". (Usually satisfied during the application).
- 20. CONTINUING RESOLUTIONS:** In the event that funding for this program is provided through Federal Continuing Resolution, the STATE shall be responsible to expend only those funds actually provided to the STATE by Continuing Resolution and is under no further obligation to CONTRACTOR or any subcontracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. The STATE may determine the method for distributing and expending funds provided by Federal Continuing Resolution.
- 21. SUBCONTRACTS:** Subcontract arrangements must be executed in writing and be approved in writing in advance by the STATE. The CONTRACTOR is responsible for managing the operations of any subcontracted activities. The CONTRACTOR must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement and with this contract, as well as with applicable Federal and State requirements and performance objectives.

ATTACHMENT C - BUDGET

1. Community Development Block Grants (CDBG) - Budget Year 2013

2. PROGRAM EXPENDITURES

Budget Category	Federal Funds	Other Funds	Total Funding
Administration	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00
Technical Assistance (AOG)	\$0.00	\$0.00	\$0.00
Program Delivery Costs	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$100,000.00	\$100,000.00
Engineer/Architect	\$0.00	\$0.00	\$0.00
Other - Demolition asbestos LBP	\$10,000.00	\$0.00	\$10,000.00
Other	\$0.00	\$0.00	\$0.00
Real Property Acquisition	\$154,332.00	\$0.00	\$154,332.00
Total	\$164,332.00	\$100,000.00	\$264,332.00

1. Community Development Block Grants (CDBG) - Budget Year 2014

2. PROGRAM EXPENDITURES

Budget Category	Federal Funds	Other Funds	Total Funding
Administration	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00
Technical Assistance (AOG)	\$0.00	\$0.00	\$0.00
Program Delivery Costs	\$0.00	\$0.00	\$0.00
Construction	\$105,668.00	\$0.00	\$105,668.00
Engineer/Architect	\$10,000.00	\$0.00	\$10,000.00
Other - Demolition asbestos LBP	\$20,000.00	\$0.00	\$20,000.00
Other	\$0.00	\$0.00	\$0.00
Real Property Acquisition	\$0.00	\$0.00	\$0.00
Total	\$135,668.00	\$0.00	\$135,668.00

ATTACHMENT D - SCOPE OF WORK

Acquire property for the construction of Low Income Housing.

ATTACHMENT E - CERTIFICATIONS

In order to meet the specific requirements of the Housing and Urban-Rural Recovery Act of 1983 which amends the Housing and Community Development Act of 1974, the following certifications must be completed by every Grantee.

1. ACQUISITION, RELOCATION AND ANTIDISPLACEMENT

I certify that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. I further certify that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by this agency on 01/24/2007.

2. CIVIL RIGHTS and FAIR HOUSING

I certify that the CDBG grant will be conducted and administered in accordance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

3. ARCHITECTURAL BARRIERS

I certify that the CDBG program will be conducted in accordance with Architectural Barriers Act of 1968, as amended (42 USC 4151) and Section 504 of the Rehabilitation Act of 1973, as amended (28 USC 792), and the Americans with Disabilities Act of 1991.

4. CITIZEN PARTICIPATION

I certify that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a)(2). Specific information regarding this requirement (publications, notices) can be found in the grantee's application file.

5. PROGRAM COSTS RECOVERY

I certify that as a CDBG Grantee I will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of (1) above.

6. EXCESSIVE FORCE CERTIFICATION

I certify that as a CDBG Grantee I will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101144, (the 1990 HUD Appropriations Act.). I will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.

7. PROHIBITION AGAINST LOBBYING CERTIFICATION

I certify that:

(1) No Federally appropriated funds will be paid, by or on behalf of the undersigned, to any person for the influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) I certify that I shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that LL sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

8. Section 3

I certify that if this project triggers Section 3 regulations, I will comply with and report per the regulations set forth at 24 CFR Part 135 that implement Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

9. Change of Use

I certify that the jurisdiction will comply with all requirements of 24 CFR Part 24. This includes sections 488 and 489 J requiring all assisted housing units maintain affordability standards until 5 years following the date of close out of this contract by the State.

I certify that I have read and am aware of the foregoing certification requirements.

Signature Chief Elected Official

Joe Burgess

Printed Name of Chief Elected Official

Mayor

Title

Date

**STATE OF UTAH
DEPARTMENT OF WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
REPORTING REQUIREMENTS
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

CONTRACTORS, SUBGRANTEES, or SUBRECIPIENTS awarded \$25,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

Federal Funding Agency:	HUD
Program Source:	Community Development Block Grants (CDBG)
Award Title:	CDBG 2013 - Property Acquisition
CFDA Number:	14.228
Award Number:	B-13-DC-49-0001
Sub-recipient NAICS Code:	921110
Sub-recipient DUNS Number:	07-301-3153
Sub-recipient Name:	Cedar City Corporation
Address:	10 North Main
City:	Cedar City
State:	UTAH
Has the sub-recipient registered with the System for Award Management (SAM)?	Yes

CERTIFICATION

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive:

- (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES: Continue below

NO: See Attestation

Name	Title	Total Compensation Level*
1.		\$0.00
2.		\$0.00
3.		\$0.00
4.		\$0.00
5.		\$0.00

*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTESTATION

By signing, you attest that the information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Chief Agency Official

Witness

Name and Title

Name and Title

Date

Date





CEDAR CITY

10 North Main • Cedar City, UT 84720

(435) 586-2950 • Fax (435) 586-4362

www.cedarcity.org

APPLICATION FOR BEER LICENSE AND/OR LIQUOR SET-UP

Account # 137244

Receipt # _____

LICENSE FEES

Class A \$150.00

Class B 1/2 \$25 \$250.00

Set-up \$ 50.00

Dance Hall \$100.00

Penalty \$ _____

Total \$ _____

Name of Business La Fiesta Express Mexican Restaurant

Address 890 N. Main Str. Cedar City UT.

Mailing Address Same

Name of Applicant(1) Maria J. Castaneda Ortiz

Address 1148 Northfield Rd #66 Cedar City UT.

Citizenship _____ Date of Birth 8-31-43

Name of Applicant(2) _____

Address _____

Citizenship _____ Date of Birth _____

*If more than two Applicants, please use additional pages.

Property Owner Name Maria J. Castaneda Ortiz

Address 1148 Northfield Rd #66 Cedar City UT

Date of Application 5-29-13

Opening Date of Business 3-12-13

Type of Organization (Check all that apply)

Corporation _____ LLC ☒ Partnership _____ Proprietorship _____ New Owner _____ Change of Use _____

All Applicants, partners, officers, and directors, plus stockholders/members with 20% ownership must provide:

- 1) Name, address, and date of birth
- 2) Place(s) of residence for last 5 years
- 3) BCI background check
- 4) References
- 5) List of all felony and misdemeanor criminal convictions, including charge description, date of conviction, and the court.

I hereby certify that I have never been convicted of a felony, or of any violation of any law or ordinance related to alcoholic beverages, or of drunken driving, or of keeping a gambling or disorderly house.

I also certify that I have complied with the requirements and possess the qualifications specified in the Alcoholic Beverage Control Act of Utah, and that all the information I have provided in this application is true.

I agree that if a license is issued, it shall be subject to suspension or revocation as provided in Chapter 23 of the Cedar City Ordinances. I also agree to post any bonds required by the City pursuant to the terms of Chapter 23 of the Cedar City Ordinances.

Date 5-29-13

Signed by _____

Applicant Agent

Approved by Chief of Police _____

Date _____

DABC Approval Date _____

Council Action: Approved _____ Not Approved _____

Date _____

Make checks payable to: Cedar City Corporation

Liquor and beer license renewals shall be due annually on January 1st of each year. If paid after February 15th, a late penalty of 50% of the amount of the fee shall be added to the original amount due. If paid after April 1st, the fee shall be doubled.



CEDAR CITY

10 North Main • Cedar City, UT 84720

(435) 586-2950 • Fax (435) 586-4362

www.cedarcity.org

ADDITIONAL APPLICANT INFORMATION FORM

PLEASE NOTE: EACH OWNER OR PART OWNER OF THE APPLICANT BUSINESS MUST COMPLETE A SEPARATE "ADDITIONAL APPLICANT INFORMATION FORM."

Name of Applicant Noria T. Castañeda Ortiz Phone (435) 867-8103
Address 1148 Northfield Rd. #68 Cedar City UT Zip Code 84721
Citizenship _____ Date of Birth 8-31-43 Title Owner

PLACE(S) OF RESIDENCE FOR LAST 5 YEARS

Address(1) 316 W 1000 W Cedar City Iron UT 84720 2 Years
Street Address City County State Zip When Lived There
Address(2) 1148 Northfield Rd #66 Cedar Iron UT 84721 3 years 6 mons
Street Address City County State Zip When Lived There
Address(3) _____
Street Address City County State Zip When Lived There

Please use additional sheets for additional addresses.

REFERENCES

Name(1) Tom Left Date of Birth 12-11-1958 Phone (435) 590-2865
Address _____ Signature _____
Name(2) CRIS C. TALLEY Date of Birth 2-23-47 Phone 559-0372
Address 387 W. 200 N. Suite #1 CEDAR Signature _____
Name(3) Fred H Brown Date of Birth 12-21-1975 Phone 435-590-2756
Address 3711 N. Mainville Hwy Enrich Signature _____
Name(4) Keith Pittser Date of Birth 12/17/68 Phone 435 691 2614
Address 1130 W. 400 N Cedar city ut 84721 Signature _____
Name(5) _____ Date of Birth _____ Phone _____
Address _____ Signature _____

FELONY AND MISDEMEANOR CRIMINAL CONVICTIONS

Charge(s)	Conviction Date	Felony/Misdemeanor	Court (Name, City, State)

Please use additional sheets for additional convictions.

I certify that the above information is correct to the best of my knowledge, and that I have never been convicted of a felony, any violation of any law or ordinance related to alcoholic beverages, drunken driving, or keeping a gambling or disorderly house.

Date 5/29/13

Signed by [Signature]
Applicant



Department of Public Safety

D. LANCE DAVENPORT
Commissioner

Receipt No: 2013133732

State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Criminal History Report

This is an official Utah Computerized Criminal History Report for the following person:

Name:	MARIA ISABEL CASTANEDA	Date of Birth:	08/31/1943
Other Names Used:	(ORTIZ, MARIA ISABEL), (CASTANEDA ORTIZ, MARIA I)		
Other Dates of Birth Used:	No other birth dates exist.		

NO CRIMINAL RECORD FOUND

This report reflects the criminal history as of: 06/18/2013

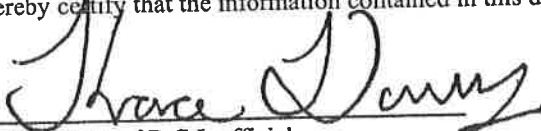
The Bureau of Criminal Identification did not find a match for this individual in the Utah computerized criminal history database.

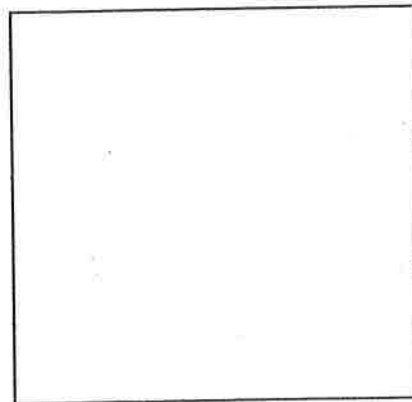
The database was searched by name only. If there had been a record it would have been verified by fingerprint comparison.

This is a report of search results from the Utah computerized criminal history file only. It does not preclude the existence of juvenile arrests, arrests in other states, or arrests not reported to the Bureau of Criminal Identification.

This report is not valid without the official seal of the State of Utah embossed in the box to the right.

I hereby certify that the information contained in this document is true and correct.


Signature of B.C.I. official



**CEDAR CITY COUNCIL
AGENDA ITEM 4 & 5**

INFORMATION SHEET

TO: Mayor and City Council

FROM: Jeff Hunter

DATE: July 1, 2013

SUBJECT: Dump Truck

DISCUSSION: It was approved in the FY2013-14 budget for the Streets department to purchase a new Dump Truck for \$182,000 and a new Sander for \$20,000 bringing the combined total to \$202,000. We have an opportunity to Purchase this equipment right at the beginning of this fiscal year without waiting for the lengthy lead times to order these from the factory. Rush Trucking, who has the state contract for this equipment, has the demo unit that they used for the Road School. We have had the opportunity to go over this truck and see it in action and were impressed with it. We were able to get first rights to purchase this vehicle but we need to move on it quickly now that other cities budgets have been approved and they are inquiring about purchasing this truck. This Dump truck is fully loaded and has an oversized steel spreader that comes with it which will come in handy during snow removal. They have the price of this vehicle at \$185,000 which is over our budgeted amount but they had a steel spreader at \$17,000 that they would bundle with this truck thus bringing the package within our combined \$202,000 budget. We would appreciate the council's quick consideration so that we don't miss out on this vehicle. If we have to order a new one, it will be at least 6 months and this will put us getting the Dump Truck towards the end of this year's snow removal season.



Rush Truck Centers, Utah
Salt Lake City

964 South 3800 West - SLC, Utah 84104
Main: 801-972-5320 Fax: 801-972-7180

INVOICE

INVOICE NO: 62013

DATE: 7/01/2013

To: Cedar City Corp
716 N. Airport Road
Cedar City, UT 84720

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
Ken Barton					

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2013 International 7600 SBA 6X4 VIN# 1HTGSSJT4DJ325623	\$108,000.00	\$108,000.00
1	15' Dump Body, 12' Plow	\$58,000.00	\$58,000.00
1	15' Williamsen Stainless Steel Spreader	\$19,000.00	\$19,000.00
1	15' Williamsen Stainless Steel Spreader	\$17,000.00	\$17,000.00
Sub Total			\$202,000.00
TOTAL DUE			\$202,000.00

Make all checks payable to: Rush Truck Center, Salt Lake City
If you have any questions concerning this invoice, call: Ken Barton 801-972-7167

THANK YOU FOR YOUR BUSINESS!

**CEDAR CITY
COUNCIL AGENDA ITEM *LO*
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Chad Boshell

DATE: July 3, 2013

SUBJECT: Review Bids for the 300 West Storm Drain Project- Phase 4 (800 South & 860 West, 1400 West, & Shurtz Canyon Drive)

DISCUSSION:

Bids for the 300 West Storm Drain Project- Phase 4 (800 South & 860 West, 1400 West, & Shurtz Canyon Drive) were received last Friday. As shown on the attached bid summary sheet Schmidt Construction of Cedar City had the low bid of **\$732,259.00** for the project.

As you are aware the 300 West Storm Drain Project is a multi-phase project with all projects having now been bid.

Attached is a sheet showing the current financial status for the entire project. With the very competitive bids we have received we are currently under the funding amount for the project.

If this bid is awarded it would be on the condition that the contractor provide the required executed bonding, insurance documents, immigration status verification and that the Mayor be authorized to sign the contract with the Contractor.

**300 West Storm Drain Project
Financial Status Sheet**

Project Revenues-

Maximum Bond Amount	\$4,000,000
SUU Participation	\$190,000
UDOT Participation	\$10,000
South and West Field Participation	\$3,000
Impact Fees - 300 West	\$66,000
Impact Fees - 860 West	\$13,000
Impact Fees - 1450 West	\$110,000
Total Revenues	\$4,392,000

Project Expenses-

Phase 2 (200 North to 400 South)	
Construction (Bid)	\$736,025
Engineering 6% (estimate)	\$44,161
Testing @ 2% (estimate)	\$14,720
Bonding (estimate)	\$50,000
Misc. @ 1% (estimate)	\$7,360
Contingency @ 5%	\$36,801
Total Phase 2 Expenses	\$889,068

Phase 1 (Coal Creek to 200 North)	
Construction (Bid)	\$915,817
Engineering @ 6% (estimate)	\$54,949
Testing @ 2% (estimate)	\$18,316
Misc. @ 1% (estimate)	\$9,158
Contingency @ 5%	\$45,791
Total Phase 2 Expenses	\$1,044,031

Phase 3 (400 South to 800 South)	
Construction (Bid)	\$661,354
Engineering @ 6% (estimate)	\$39,681
Testing @ 2% (estimate)	\$13,227
Misc. @ 1% (estimate)	\$6,614
Contingency @ 5%	\$33,068
Total Phase 3 Expenses	\$753,944

Phase 4 (860 West, 800 South, 555 West and 1400 West)	
Construction (Bid)	\$732,259
Engineering @ 6% (estimate)	\$43,936
Testing @ 2% (estimate)	\$14,645
Misc. @ 1% (estimate)	\$7,323
Contingency @ 5%	\$36,613
Total Phase 4 Expenses	\$834,775

Total Expenses	\$3,521,818
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<u>Remaining Revenue</u>	<u>\$870,182</u>
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CEDAR CITY COUNCIL
AGENDA ITEM 7

DECISION SHEET

TO: Mayor and City Council
FROM: Robert D. Allinson
DATE: 21 June 2013

SUBJECT: Education on the Misuse and Abuse of Alcohol and Other Drugs and the Dangers of Distracted Driving

ISSUE: Purchase of the Simulated Impaired Driving Experience (SIDNE)

DISCUSSION: The police department receives funds each year from the State of Utah as a result of the taxes placed on the sale of beer. These funds are earmarked to be spent on specific programs for the enforcement of alcohol offenses and educational programs about drinking and driving and other abuse of alcohol programs. The police department must identify and gain approval from the State each year prior to spending these funds.

As part of our efforts to educate our youth about the dangers of drinking and driving, we identified a program that is seeing success across the nation. This program utilizes a specifically designed two seat vehicle that is controlled by the driver as well as the instructor. The instructor controls the vehicle by remote so they can delay the driver's response time similar to what it would be if the driver was impaired. It comes with all of the material along with on-site instruction to "train-the-trainer", to set up the driving courses utilizing collapsible cones and many other accessories and educational material.

The product is a sole source purchase as it is not offered by other companies. The costs for the vehicle, trailer, accessories and educational material is \$27,990.00 This has been approved by the State and the funds are in place for the purchase.

CEDAR CITY COUNCIL
AGENDA ITEM 8

DECISION SHEET

TO: Mayor and City Council
FROM: Robert D. Allinson
DATE: 21 June 2013

SUBJECT: School Resource Officers Teaching Intro to Law Enforcement Course

ISSUE: Signing of Adjunct Instructor Teaching Agreement with SWATC

DISCUSSION: The police department has been approached by Iron County School Administration to have the School Resource Officer's teach an intro to law enforcement course at both high schools. This requires that we sign an agreement with the Southwest Applied Technology College.

This would be for the 2013/14 school year and the police department would be reimbursed \$8,000. It was requested the school resource officers teach this course because of their primary responsibilities in the school. These are:

- First and foremost they are **law enforcement officers** whose primary purpose is to "keep the peace" in their schools so that students can learn and teachers can teach.
- Secondly, they are **law-related counselors** who provide guidance on law-related issues to students and act as a link to support services both inside and outside the school environment.
- Thirdly, they are **law-related education teachers** who provide schools with an additional educational resource by sharing their expertise in the classroom.

We see this as a great opportunity for the school resource officers to interact in a positive way with the students and faculty at the schools. We request the consent of the Council for the Mayor to sign the agreement.

A copy of the agreement is attached.



**Adjunct Instructor
Teaching Agreement**

for teaching the course: Intro to Law Enforcement

This agreement entered into this _____ day of _____, 2013, by and between the SOUTHWEST APPLIED TECHNOLOGY COLLEGE, Cedar City, Utah, hereinafter referred to as SWATC, and Cedar City Police Department hereinafter referred to as the adjunct instructor, is for teaching the course: Intro to Law Enforcement at the times, days and for the duration indicated in this agreement according to the policies of the Board of Directors of the SOUTHWEST APPLIED TECHNOLOGY COLLEGE as follows:

1. For teaching the course Intro to Law Enforcement during the times, days and for the duration listed below, the Cedar City Police Department will be paid \$ 8,000, payable within 2 weeks of the end of the academic year and after the following paperwork is turned in:
 - A completed Instructor Information form
 - The completed Student Registration forms
 - A record of each student's attendance (student roll)
 - A record of each student's grades including a final grade for the course
2. This agreement may be canceled or adjusted at any time if sufficient student enrollment is not available to meet the financial obligations of Southwest Applied Technology College.
3. The adjunct instructors will faithfully perform assigned teaching duties to the best of his or her ability, under the supervision of the Vice President of Instruction or the designated Program Coordinator, and will be subject to the policies of SWATC.
4. This agreement may be canceled, and the adjunct instructor can be discharged at any time for immorality, insubordination, incompetence, mental or physical incapacity, or violation of any SWATC policy.
5. SWATC will be responsible for determining if course materials will be provided by SWATC or, if the adjunct instructor must develop and provide instructional materials for each student.
6. This agreement covers teaching the course: Intro to Law Enforcement, from August 15, 2013 through May 23, 2014 with class times scheduled: Day/s: A1-CHS and B1 CVHS both 1st and 2nd semesters, Time: 8:50am-9:17am and includes the following:
 - Instruction Time: follow Cedar High and Canyon View high school schedules
 - Developing course materials

Signature: _____

Mayor Joe Burgess
Cedar City Corporation

Date: _____

Signature: _____

Dennis Heaton
Vice President of Instruction, SWATC

Date: _____

CEDAR CITY COUNCIL
AGENDA ITEM 9

DECISION SHEET

TO: Mayor and City Council
FROM: Robert D. Allinson
DATE: 21 June 2012

SUBJECT: Software System License/Maintenance Agreement

ISSUE: Signing of Agreement for Purchase and Maintenance of Police Equipment
Tracking Software Program

DISCUSSION: The police department has budgeted funds for a software program to help us track and manage our inventory of police equipment. We have hundreds of items of equipment that is issued to the officers as personal gear from badges to guns to ballistic vests and flashlights. Each vehicle has numerous items of equipment installed in it as well. We also have a large inventory of shared equipment such as cameras, less lethal weapons, and road spikes. This program will help us to get all of this equipment identified and listed and then placed on a replacement schedule to manage it better.

We have researched various software programs and determined the program offered by Quest Business Systems will best meet our needs. The cost for the program is \$3,000 with a yearly maintenance fee of \$750. We request Council's consent for the Mayor to sign this agreement so we can purchase the program.

A copy of the agreement is attached.

Name of Customer: Cedar City Police Department Agreement No: PETS-2024

Address: 10 North Main Customer No: 2024

City: Cedar City ST. UT Zip: 84720 Date: _____

QUEST BUSINESS SYSTEMS, INC.

1880 Trenton Place
Brentwood, CA 94513

This SOFTWARE SYSTEM LICENSE/MAINTENANCE AGREEMENT ("Agreement") is entered into between Quest Business Systems, Inc. ("Quest") and Cedar City ("Customer", also referred to as "Licensee") one of whose principal places of business is shown above.

SOFTWARE LICENSE - In accordance with the terms and conditions set forth herein, Quest grants the Customer a non-exclusive and non-transferable license to use the program(s) and user documentation.

I. QUEST SUPPORT SERVICES - Quest agrees to provide the following maintenance services to the Customer.

- A. Quest will provide program and documentation corrections at no charge for errors in fact.
- B. The policy of Quest is to provide improvements to maintain the timely applicability and competitive marketability of its products. Quest reserves the right to make such changes in the licensed program(s) as it deems appropriate. As part of its service hereunder, Quest will provide the Customer with the program logic and documentation changes resulting from the foregoing "System Releases." Any system enhancement that cannot be installed via mailed diskette or remote transmission will be billed to customer at the then prevailing per diem rates plus out-of-pocket expenses.
 - 1. ENHANCEMENTS and UPGRADES to the Police Equipment Tracking System will be provided free as part of this Agreement but will include an administrative charge of twenty-five dollars (\$25.00) to cover materials and delivery expenses. ENHANCEMENTS are defined as any program improvement(s) for a current program(s). UPGRADES are defined as improved or new operating system releases.
 - 2. NEW MODULES for the Police Equipment Tracking System will be provided to the Customer at one-half the established retail price and that offer will be available for three months after the announcement of any Module release.
- C. Quest will make its personnel available for telephone consultation and support at no additional charge. Quest will provide only those services specific herein, and Quest shall have no service requirements or obligations expressed or implied, unless specifically set forth herein.

II. TERM - The term of this License Agreement shall become effective on the date signed by Customer. The License Agreement will remain in effect for ninety-nine (99) years, renewable automatically each year at the date of this Agreement unless Quest is notified in writing ninety (90) days before the yearly renewal date. Quest may discontinue this Agreement upon written notice effective immediately if the Customer fails to comply with any of the terms and conditions of this Agreement.

III. TITLE - The title to the licensed program(s) and related materials shall at all times remain with Quest. The Customer acquires no property rights or rights to use the licensed program(s) after the termination of this Agreement. All alterations, revisions, additions, enhancements and improvements made to the licensed program(s) shall become the property of Quest.

IV. FEES - The fees for this agreement, after the first ninety days, shall be based on "a percentage of the RETAIL price" ("Rate") of the Police Equipment Tracking System and various modules. The Customer will be invoiced 30 days prior to the due date for the first year's payment (ninety days from the date of this Agreement) and annually thereafter.

- A. **FEE CALCULATION** - The License and Maintenance fee will be calculated at Twenty Five Percent (25.0%) of the retail price of the configured system(s) installed, payable in ADVANCE, beginning _____ in the amount of \$750.00.
- B. **SUPPORT SERVICES FEE** - Quest shall have the option of increasing this charge as of each anniversary date of this Agreement, by not more than fifteen percent (15%) per year. The Agreement

will automatically renew on an annual basis at the "then current annual fee" unless Customer cancels the service in writing with ninety (90) days notice.

- C. ON SITE SUPPORT - On site support/training shall be charged on a per day rate, currently \$850 for the first day and \$600 for the second and subsequent days, plus reasonable out of pocket expenses.
- D. ADDITIONAL FEES - Charges for processing additional locations/data bases with these licensed programs will be determined by Quest and the Customer and be set forth on an addendum to this Agreement. Maintenance fees will be increased at the then current Rate for any additional Modules purchased by Customer at the next yearly renewal period.
- E. APPLICABLE TAXES AND OTHER CHARGES - In addition to the charges due under this Agreement, the Customer agrees to pay transportation charges and other miscellaneous charges, taxes or assessments as appropriate.

V. CUSTOMER REQUESTS - It is Quest's policy to accept verbal requests from its Customers in order to provide assistance in identifying and detecting problems arising from the Customer's use of the licensed program(s), and when possible, to correct such problems without written documentation. However, should Quest deem it necessary, Customer agrees to make such requests in writing with adequate supporting documentation to assist Quest in the problem resolution process.

VI. CUSTOMER SOFTWARE RESPONSIBILITY - For the term of this Agreement, in order to maintain the integrity and proper operation of the system, the customer agrees to cooperate with Quest in incorporating any system releases provided hereunder within thirty (30) days of the date of delivery thereof by Quest. The Customer also agrees to add to the programs and documentation, through or under the direction of Quest, in the manner indicated for each error correction and each improvement provided by Quest. Failure by the Customer to install the system releases or any other corrections or improvements provided by Quest shall relieve Quest of any liability for the proper operation or any malfunction of the system as modified by any subsequent corrections or improvements, but in no such event shall any fee paid (or to be paid) by Customer or any portion thereof be returned to the Customer, and Quest shall be released thereafter from its obligation to support the licensed program(s) as provided herein.

VII. USE OF THE SYSTEM - The Customer acknowledges that the licensed program(s) and user documentation are owned by Quest and constitute a valuable asset and trade secret of Quest, and that any information with respect thereto is confidential. Accordingly, the Customer agrees as follows:

- A. Customer will use the program(s) in only one machine-readable form and only on the appropriate equipment.
- B. The Customer will utilize information in printed form regarding the licensed program(s) only in support of the Quest systems.
- C. The program(s) will be used only at the location designated herein. This restriction shall not prohibit the Customer from moving the location so long as the Customer gives prior written notice to Quest (except in a bonafide emergency relocation).
- D. The Customer shall not, without prior written consent from Quest, sell, lease, assign, or otherwise transfer its rights in the licensed program(s), or sell, lease, assign, transfer, sublease, permit the duplication, reproduction, or copying thereof (except as a part of standard backup procedures) or otherwise make available for any purpose, the licensed program(s) or any part thereof; or any information pertaining thereto, to any person or entity whatsoever (other than employees for use by them solely in connection with the performance of data processing services by the Customer, independent certified public accountants for auditing purposes or for compliance with governmental regulatory authorities or examiners). This provision is not intended to prohibit a bonafide merger of the Customer with another entity.
- E. The Customer will make no change or alteration to the licensed program(s) without prior written approval of an authorized officer of Quest. Customer agrees that any information, whether or not protected by patent or copyright, which is identified as being proprietary to Quest or which is given to Customer pursuant to Quest's performance under this Agreement, shall be treated by Customer as being proprietary to Quest and shall not be disclosed to any third party without the prior written approval of Quest. Customer agrees not to reproduce, provide, or otherwise make available, any of Quest's proprietary information, in any form, to any person other than those employees, agents or

independent contractors of Customer who have a need to have access to such information consistent with Customer's authorized use of such information.

VIII. CUSTOMER OBLIGATIONS - The Customer's basic commitments and obligations pursuant to this Agreement, in addition to payment of charges, include the following:

- A. Customer will designate a responsible person, acceptable to Quest, to represent the Customer and help coordinate the Customer's personnel during the installation period and thereafter.
- B. The Customer will protect Quest's rights in the licensed program(s) and all other property which may come into the possession of the Customer.

IX. TERMINATION - Upon termination of this Agreement, the Customer shall promptly return the licensed program to Quest and shall cease all and any use of the system. The Customer agrees to certify to Quest that the system is no longer in use and after termination, Quest shall have no further obligation to the Customer.

X. DEFAULT - Upon failure of the Customer to pay sums due hereunder, as and when such sums are due and payable, or upon breach by Customer of its covenants or agreements contained herein or otherwise, and without prejudice to any other rights Quest may have herein or at law or in equity, for money damages, or injunctive or other equitable relief, Quest shall have the right, at its option, to terminate the rights granted herein and to receive delivery of the licensed program(s) at the Customer's expense, at a location designated by Quest. Provided, however, that Quest shall not have such right until the expiration of thirty (30) days from receipt by the Customer of notice of default from Quest specifying such default(s), and further provided that such defaults have not been cured within such thirty (30) day period. Customer agrees that, upon the occurrence of any actual or threatened breach by Customer of the restrictions upon the use, sale, transfer, or disclosure of the licensed program(s) that Quest will suffer irreparable harm, that monetary damages alone shall not be sufficient remedy or protection for Quest, and that Quest shall be entitled to such injunctive or other equitable relief as may be deemed proper or necessary by a court of competent jurisdiction. Alternatively, should Quest and Customer mutually agree to avoid legal proceedings, Customer's financial liability will be limited to the then current retail price of a comparably configured system for each breach occurrence, plus related out-of-pocket expenses.

XI. LIMITATION OF LIABILITY - Quest shall not be liable to anyone for failure to fulfill its obligation hereunder due to causes beyond its control. Any liability of Quest to Customer for any liability, loss, damage, cost of agreement, or undertaking hereunder shall be limited to actual damages incurred by Customer, but in no event shall the aggregate of any liability, including attorney's fees, exceed the initial license fee, nor shall any amount of the liability include any consequential damages which may be suffered by Customer. Quest makes no warranties, either expressed or implied, with respect to the licensed program(s) except as set forth herein.

XII. EXPENSES AND COSTS OF COLLECTION - Quest shall have the right to collect from Customer reasonable expenses incurred in enforcing the collection of charges, taxes, or any other sums payable hereunder or in connection with the enforcement by Quest of any of its rights or remedies hereunder, including but not limited to, any action taken by Quest through its attorneys or by legal proceedings including reasonable attorney's fees incurred in connection therewith. Any monies not paid shall bear interest at the rate of 1 and 1/2 % per month from the due date until paid. No failure of Quest to demand, when due, any installment, tax, or fees, shall be deemed as a waiver by Quest of the obligation of the Customer to pay such sum.

XIII. SEVERABILITY - The provisions of this Agreement are severable and, in the event any provision hereof is held by any court to be avoidable or unenforceable, such provisions shall be deemed stricken from this Agreement and all other terms and conditions shall remain in full force and effect, and the parties agree to remain bound by and perform in accordance with the terms hereof, as so amended.

XIV. EXECUTION - This Agreement shall not be binding until it is executed by Quest.

POLICE EQUIPMENT TRACKING SYSTEM

XV. ENTIRE AND SEPARATE AGREEMENT; CHANGES - This Agreement contains the entire agreement between parties and may not be altered, amended, modified, or otherwise changed, nor may the printed form of this Agreement be modified, except in writing and signed by authorized officers of Quest and Customer. Quest may, without Customer's consent, assign or transfer this Agreement and in such event, Quest's assignee or transferee shall have the rights, powers, privileges, and remedies of Quest thereunder. Customer shall not assign this Agreement or any interest hereunder without Quest's prior written consent.

XVI. PATENT AND COPYRIGHT - Quest agrees to defend, indemnify and hold harmless the Licensee from and against any loss, claim and damages arising out of any action against the Licensee asserting a claim that the Licensee's use of the System infringes any patent, copyright, trade name, trade secret or other property right held by any other party.

XVII. GENERAL - This Agreement shall be binding when accepted in writing by Quest in the State of California and shall be governed and construed in accordance with the laws of the State of California.

THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Accepted by:

Quest Business Systems, Inc.

Cedar City

Date: _____

Date: _____

BY: _____
T. A. Elliott
Title: President

BY: _____
Joe Burgess
Mayor

Attest (seal):

By: _____
Renon Savage
Recorder